

**SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Johanna A. Steele, with reference to the following facts:

1. At all times mentioned herein, Johanna A. Steele operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at Rural Route 1, Box 51, Gorin, MO 63543.
2. APHIS has documented evidence of Johanna A. Steele's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Johanna A. Steele's failure to provide access to records and property and to make available a responsible adult to accompany APHIS officials; to provide adequate veterinary care and to use appropriate methods to prevent, control, diagnose, and treat diseases and injuries to the dogs in the facility; and, to implement an effective program for the control of insects, external parasites affecting dogs, and mammals that are pests, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.126(b), 2.40(b)(2), and 3.11(d)).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Johanna A. Steele have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Johanna A. Steele admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.



6. Johanna A. Steele consents and agrees to the following:
- a. Johanna A. Steele agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless of ownership, within twelve (12) weeks from the date Johanna A. Steele signs this Settlement Agreement.
 - b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Johanna A. Steele holds at the time Johanna A. Steele signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.
 - c. Animal Care will, upon written request, grant an exemption for Johanna A. Steele to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Johanna A. Steele lives allow her to keep the animals.
 - d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Johanna A. Steele's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Johanna A. Steele's facility within twelve (12) weeks from the date Johanna A. Steele signs this Settlement Agreement to verify compliance with paragraph (a) above. Johanna A. Steele shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Johanna A. Steele shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal



Care within twelve (12) weeks from the date Johanna A. Steele signs this Settlement Agreement.

e. As of the date Johanna A. Steele signs this Settlement Agreement, AWA license 43-A-1172 is hereby revoked.

f. Johanna A. Steele and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off Rural Route 1, Box 51, Gorin, MO 63543.

7. Johanna A. Steele consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Johanna A. Steele based upon the non-compliant items documented at Rural Route 1, Box 51, Gorin, MO 63543, in connection with animal welfare investigation MO130061-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Johanna A. Steele's agreements and actions described in paragraph 6 above, and the promises and admissions of Johanna A. Steele set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Johanna A. Steele in connection with the alleged AWA violations documented in animal welfare investigation MO130061-AC.

APHIS and Johanna A. Steele warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this



United States Department of Agriculture

Settlement Agreement and to bind each of the parties, respectively, to this
Settlement Agreement.

Johanna A. Steele

Signature:

Date: 4-2-14

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signatu

Date: 9/2/2014

Bernadette Marez

Director

Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture